

**AMERICAN ARBITRATION ASSOCIATION
Commercial Arbitration Tribunal**

Case Number: 01-20-0015-7152

In the Matter of the Arbitration between:

Jonel Daphnis; Melanin Body Physicians (“Claimants”)

-vs-

TEAM LOCUMS, LLC & Kevin Weaver (“Respondents”)

AWARD OF ARBITRATOR

On April 23, 2021, the above-styled case was called to arbitration hearing via Zoom.

Claimants, JONEL DAPHNIS and MELANIN BODY PHYSICIANS (collectively, “Claimant”) appeared in person and by a representative, respectively, and accompanied by their counsel, Mr. Paige J. Lockett.

Respondents, KEVIN WEAVER and TEAM LOCUMS, LLC (“Respondents”), although notified of the hearing through various means, failed to respond or appear and did not attend the arbitration hearing.

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into between the above-named parties and dated March 31, 2017, and having been duly sworn, and having duly heard the proofs and allegations of the Claimant, and the Respondent having failed to appear after due notice by mail in accordance with the Rules of the American Arbitration Association, hereby make the following AWARD as follows:

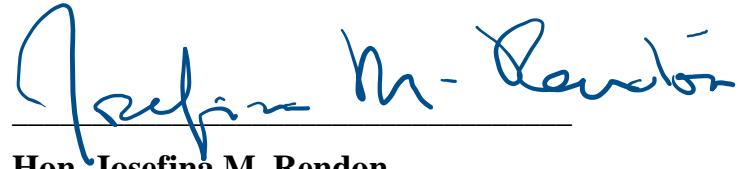
1. After the conclusion of the evidence, I, the Arbitrator, find that Respondents breached the Agreement entered into with Claimants on or about March 31, 2017 (“Agreement”). The Arbitrator finds Respondents breached the Agreement by failing to pay Claimant in full for medical services Claimant performed under the Agreement. Specifically, the Arbitrator finds that Respondents failed to pay Claimant \$6,000.00 for work performed during 2018 and \$69,541.04 for work Claimant completed in 2019 and 2020 for a total outstanding balance of \$75,541.04. The Arbitrator finds that the amounts owed and awarded to Claimants (including the AAA fees, etc.) are to be borne jointly and severally by Respondents KEVIN WEAVER and TEAM LOCUMS, LLC.

The Arbitrator has considered the evidence presented at the hearing. Accordingly, the Arbitrator has determined that a Final Judgment is proper on the terms stated herein.

It is, therefore, **ORDERED, ADJUDGED, AND DECREED** that:

2. The Claimant shall have and recover actual damages from the Respondents in the amount of \$75,541.04;
3. The Claimant shall have and recover from the Respondents reasonable and necessary attorney's fees of \$3,370.00;
4. The Claimant shall have and recover taxable costs from the Respondents;
5. All writs and processes for the enforcement and collection of this Judgment and the costs of arbitration and court shall issue as necessary.
6. **AAA and arbitrator cost assessment :** The administrative fees and expenses of the American Arbitration Association totaling \$3,300.00 as well as the compensation and expenses of the arbitrator totaling \$2,700.00 shall be borne jointly and severally by Respondents. Therefore, Respondents KEVIN WEAVER and TEAM LOCUMS shall reimburse the sum of \$6,000.00, representing that portion of said fees and expenses in excess of the apportioned costs previously incurred by Claimant.
7. Both Respondents, TEAM LOCUMS & Kevin Weaver shall be jointly and severable liable for the amounts awarded to Claimants.
8. The above sums are to be paid on or before 30 days from the date of this Award.
9. This Award is in full resolution of all claims submitted to this Arbitration.
10. The request for exemplary damages and all other relief requested in this case not expressly granted herein are hereby denied.

Signed on 2nd day of June, 2021



Hon. Josefina M. Rendon
Arbitrator